

CALLISTER & FRIZELL
ATTORNEYS
8275 S. Eastern Ave., Ste. 200
Las Vegas, Nevada 89123
Telephone (702) 657-6000
Facsimile (702) 657-0065
dfrizell@callisterfrizell.com

R. DUANE FRIZELL, ESQ.
Nevada Bar No. 9807
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

KYLE GOTSHALK; LEONARD
GOTSHALK; and CLINTON HALL,
LLC,

Plaintiffs,

vs.

PETER HELLWIG; ANTHUS LIFE
CORP; DOE DEFENDANTS 1 through
10; and ROE ENTITIES 1 through 10,

Defendants.

CASE NO: _____

JURY DEMANDED

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs Kyle Gotshalk ("Kyle"), Leonard Gotshalk ("Leonard"), and Clinton Hall, LLC ("Clinton Hall") now file this Original Complaint, complaining of Defendants Peter Hellwig ("Hellwig"), Anthus Life Corp ("Anthus"), Doe Defendants 1 through 10, and Roe Entities 1 through 10. For causes of action, Plaintiffs would respectfully show the Court as follows:

I. JURISDICTION AND VENUE

1. Pursuant to Section 10(b) of the Securities Exchange Act of 1934 ("1934 Act"), 15 U.S.C. 78j(b), as well as the administrative regulations promulgated thereunder, including without limitation Securities and Exchange Commission ("SEC") Rule 10b-5, 17 C.F.R. § 240.10b-5, this Court has subject matter jurisdiction (federal question) over this action. Specifically, in this action, Plaintiff states a claim for, among other things, Federal securities fraud.

2. In addition, pursuant to 28 U.S.C. §§ 1332(a)(1), 1367(a), this Court has additional subject matter jurisdiction (diversity jurisdiction) over this action. No single Plaintiff is a citizen of the

1 same state as any single Defendant. With respect to the Plaintiffs, Kyle is a citizen of California;
2 Leonard is a citizen of Oregon; and Clinton Hall is a citizen of Colorado. In terms of the
3 Defendants, Hellwig is a citizen of Florida; and Anthus is a citizen of Nevada. The controversy
4 in this matter exceeds the sum or value of \$75,000, exclusive of interest and costs.

5 3. This Court has personal jurisdiction over the Defendants for the following reasons:

6 (a) Upon information and belief, Defendants engaged in tortious behavior in Nevada;
7 they conduct business in this state; and/or the contracts at issue in this case were
8 executed (and were to be performed) by Defendants in Nevada. In addition, the
9 claims stated in this Original Complaint arise under Defendants' contacts with this
10 state.

11 (b) Defendants have had such minimum contacts with the State of Nevada that this
12 court's exercise of personal jurisdiction over them would not offend traditional
13 notions of fair play and substantial justice, and the claims stated in this Original
14 Complaint arise under those minimum contacts.

15 4. Pursuant to 28 U.S.C. § 1391(a), Venue is proper in the United States District Court for
16 the District of Nevada for the following reasons:

17 (a) This judicial district is where all or a substantial part of the events or omissions
18 giving rise to Plaintiff's claims occurred.

19 (b) Defendants engaged in tortious behavior in Nevada; they conduct business in this
20 state; and/or the contracts at issue in this case were executed (and were to be
21 performed) by Defendants in Nevada.

22 II. PARTIES

23 5. Plaintiff *Kyle Gotshalk* ("*Kyle*") is a citizen of California, where he resides.

24 6. Plaintiff *Leonard Gotshalk* ("*Leonard*") is a citizen of Oregon, where he resides

25 7. Plaintiff *Clinton Hall, LLC* ("*Clinton Hall*") is a Colorado business entity. Its principal
26 place of business is located in Colorado.

27 8. Defendant *Peter Hellwig* ("*Hellwig*") is a citizen of Florida, where he resides.

1 9. Defendant *Anthus Life Corp* ("*Anthus*") is a Nevada business entity. Its principal place
2 of business is located in Nevada.

3 10. *Doe Defendants 1 through 10* are fictitious names of individuals that are in some manner
4 directly or indirectly liable to Plaintiffs in this matter for claims and causes of action stated
5 herein. Plaintiffs are ignorant of the true names of the individuals so designated by said fictitious
6 names, and when the true names are discovered, Plaintiffs will ask leave to amend the Complaint
7 and proceed herein to substitute the true names of said Defendants. Plaintiffs believe and allege
8 that the Defendants designated as Doe Defendants herein are directly or indirectly responsible
9 and liable to the Plaintiffs for their actions, and that they have caused Plaintiffs to suffer the
10 damages described herein.

11 11. Defendants *Roe Entities 1 through 10* are fictitious names of companies and/or other
12 business or other entities that are in some manner directly or indirectly liable to Plaintiffs in this
13 matter for the claims and causes of action stated herein. Plaintiffs are ignorant of the true names
14 of the companies and/or other businesses or other entities so designated by said fictitious names,
15 and when the true names are discovered, Plaintiffs will ask leave to amend this Complaint and
16 proceed herein to substitute the true names of said Defendants. Plaintiffs believe and allege that
17 the Defendants designated as Roe Entities herein are directly or indirectly responsible and liable
18 to the Plaintiffs for their actions, and that they have caused Plaintiffs to suffer the damages
19 described herein.

20 12. In this Complaint, unless otherwise indicated, the term "Plaintiffs" refers collectively to
21 Kyle, Leonard, and Clinton Hall, and the term "Defendants" refers collectively to Hellwig,
22 Anthus, Doe Defendants 1 through 10, and Roe Entities 1 through 10.

23 **III. NATURE OF THE CASE**

24 13. This is a case against corporate con artists. Defendants—the con artists—defrauded
25 Plaintiffs of their shares in and control of a non-party, Nevada corporation, Stakool, Inc.
26 ("Stakool"). Finding relief nowhere else, Plaintiffs now file this lawsuit.

1 **IV. RESPONDEAT SUPERIOR ALLEGATIONS**

2 **14.** At all material times, Hellwig was acting on his own behalf and on the behalf of Anthus.
3 His actions on the behalf of Anthus were done in the course and scope of his employment,
4 agency, or other representative relationship with that entity. Accordingly, Anthus is vicariously
5 liable and responsible for all of Hellwig's actions, omissions, and conduct.

6 **V. ALTER EGO ALLEGATIONS**

7 **15.** The conduct of Hellwig and Anthus is not respective. The business identity of Anthus has
8 been initiated in order to perpetrate a fraud. Hellwig has manipulated Anthus in an effort to
9 defraud Plaintiffs. To respect the legal and business separateness of Hellwig and Anthus would
10 perpetrate a fraud under Nevada law, which cannot be condoned. Accordingly, the Defendants
11 must now be treated as one entity required to respond to Plaintiffs' claims and damages.

12 **VI. INFORMATION ALLEGATIONS**

13 **16.** Allegations made in this Complaint have been based on information and belief, except
14 those allegations that pertain directly to Plaintiffs, which are based on their personal knowledge.
15 The information and belief of Plaintiffs is based upon, among other things, the investigation
16 conducted by Plaintiffs and their attorneys after being retained. Each and every allegation and
17 factual contention contained in this Complaint has evidentiary support or, alternatively, is likely
18 to have evidentiary support after reasonable opportunity for further investigation or discovery by
19 Plaintiffs or their counsel.

20 **VII. GENERAL FACTUAL ALLEGATIONS**

21 **17.** At the core of this lawsuit is a non-party, Nevada corporation, Stakool, Inc. ("Stakool").
22 Upon information and belief, its principal place of business is located in Florida. Stakool is
23 publicly traded on the OTC BB Exchange under the symbol (STKO).

24 **18.** In early 2011, Stakool was owned and managed primarily by Plaintiffs. In the form of an
25 Agreement of Purchase and Sale ("Agreement") executed on or about July 20, 2011 but effective
26 as of about June 27, 2011, Defendants persuaded Plaintiffs to transfer primary ownership and
27 management rights to them.

19. Plaintiffs have standing and rights under the Agreement as third-party beneficiaries or otherwise.

20. In connection with their inducing Plaintiffs to execute of the Agreement, and during the weeks leading up to that date, Hellwig made various promises and representations to Plaintiffs, including, without limitation, the following:

(a) Defendants would pay \$350,000 to Plaintiffs or their assigns, according to the following terms:

- i. \$100,000 to be paid at closing of the sale (on or about July 22, 2011),
- ii. \$125,000 within 90 days of closing, and
- iii. \$125,000 within 180 days of closing;

(b) Within 60 days of closing and based upon a prevailing price clause setting the share price at \$0.10 per share, Defendants would issue 1,200,000 shares of Stakool stock to Plaintiffs, and in the event the per share price decreased by the time of the issuance, Defendants would issue to Plaintiffs a number of shares worth \$120,000 as of the date of their issuance and delivery to Plaintiffs; and

(c) Other promises and representations.

21. Believing and relying upon these promises, representations, and inducements, Plaintiffs, among other things, executed the Agreement and transferred to Defendants 77,588,470 of the 79,388,470 issued and outstanding shares of Stakool.

22. In addition, Plaintiffs stepped down as directors and officers of Stakool. Defendants immediately assumed the positions as directors and officers of Stakool.

23. Despite the promises, representations, and inducements listed above, as of about October 24, 2011, Defendants had only paid to Plaintiffs a total of \$120,000 and had issued no shares of Stakool stock to them.

24. Feigning inability to pay, Defendants then induced Plaintiffs to enter into an Amended Agreement of Purchase and Sale (the "First Amendment") on or about November 7, 2011, under which the amounts due and owing to Plaintiffs under the original Agreement would be paid. The First Amendment left intact all of the remaining, material terms of the Agreement.

1 **25.** Plaintiffs have standing and rights under the First Amendment as third-party beneficiaries
2 or otherwise.

3 **26.** In connection with their inducing Plaintiffs to execute of the First Amendment, and during
4 the weeks leading up to that date, Hellwig made various promises and representations to
5 Plaintiffs, including, without limitation, the following:

6 (a) Defendants would pay \$105,000 to Plaintiffs or their assigns on or before
7 December 9, 2011;

8 (b) Defendants would pay an additional \$125,000 to Plaintiffs or their assigns on or
9 before February 10, 2012; and

10 (c) Other promises and representations.

11 **27.** Such promises, representations, and inducements were made by Defendants (when they
12 were in Nevada and/or Florida) to Plaintiffs (when they were in Nevada, California, and/or
13 Oregon).

14 **28.** Believing and relying upon these promises, representations, and inducements, Plaintiffs,
15 among other things, executed the First Amendment and forbore from enforcing the payment
16 terms as initially set forth in the original Agreement.

17 **29.** Despite the additional promises, representations, and inducements listed above, as of
18 about December 19, 2011, Defendants had only paid an additional \$10,000 to Plaintiffs and
19 continued to refuse to issue any shares of Stakool stock to them.

20 **30.** Continuing to feign inability to pay, Defendants further induced Plaintiffs to enter into an
21 Amended Payment Schedule (the "Second Amendment") on or about January 23, 2012, under
22 which the amounts due and owing to Plaintiffs under the original Agreement and the First
23 Amendment would be paid. The Second Amendment left intact all of the remaining, material
24 terms of the original Agreement.

25 **31.** Plaintiffs have standing and rights under the Second Amendment as third-party
26 beneficiaries or otherwise.

32. In connection with their inducing Plaintiffs to execute of the Second Amendment, and during the weeks leading up to that date, Defendants made various promises and representations to Plaintiffs, including, without limitation, the following:

- (a) Defendants would pay to Plaintiffs or their assigns the following sums by the following dates:

DATE	AMOUNT
2/15/2012	\$15,000
3/15/2012	\$30,000
4/15/2012	\$30,000
5/15/2012	\$25,000
6/15/2012	\$25,000
7/15/2012	\$25,000
8/15/2012	\$25,000
9/15/2012	\$25,000
10/15/2012	\$25,000
TOTAL:	\$225,000

and;

- (b) Other promises and representations.

33. Believing and relying upon these promises, representations, and inducements, Plaintiffs, among other things, executed the Second Amendment and forbore from enforcing the payment terms as initially set forth in the original Agreement and the First Amendment.

34. Despite the additional promises, representations, and inducements listed above, as of current, Defendants have only made one (1) additional payment to Plaintiffs: \$15,000 on or about February 15, 2012. Defendants have made no further payments to Plaintiffs.

35. On or about March 14, 2012, Defendants issued 2,650,000 shares of Stakool stock to Plaintiffs, but the shares were only trading at \$0.012 each at the time. Accordingly, contrary to the terms of the Agreement, Defendants only issued Plaintiffs \$31,800 in shares, rather than \$120,000 in shares. Defendants have continued to refuse to issue any additional shares of Stakool stock to Plaintiffs or to otherwise compensate Plaintiffs for the shortfall in the share values (approximately \$88,200).

36. Recently, without proper authority and in violation of the Stakool Bylaws, Defendants have issued about 400 billion shares of Stakool stock to themselves and have authorized the

1 issuance of even more shares. Such shares were authorized and/or issued without the required
2 notice, meeting, and vote of the Stakool shareholders.

3 **37.** Because of Defendants' conduct described above, Plaintiffs have suffered financial,
4 economic, and other damages. Plaintiffs will continue to suffer such damages in the future.

5 **38.** Through their attorney, Plaintiffs have made demands directly upon Defendants
6 regarding, among other things, Defendants' refusal to pay the sums due and owing under the
7 original Agreement, First Amendment, and Second Amendment; Defendants' refusal to issue to
8 Plaintiffs the additional Stakool stock owed to them; and Defendants' violation of Bylaws, self-
9 dealing in stock sales, and dilution of Plaintiffs' shares with respect to Defendants' issuance and
10 authorization for the issuance of hundreds of billions of additional shares of stock. To date,
11 Defendants refuse to fix or even address these problems.

12 **39.** Plaintiffs now bring this lawsuit. Their claims are set forth in Part VIII ("Causes of
13 Action") below.

14 **VIII. CAUSES OF ACTION**

15 **FIRST CLAIM FOR RELIEF** 16 **Securities Fraud—Federal and State** *(Against All Defendants)*

17 **40.** Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein, and
18 pursuant to Federal and Nevada law, Plaintiffs state a claim for securities fraud against
19 Defendants, as follows:

20 **41.** Plaintiffs' Federal law claims for securities fraud are based upon Federal statutes,
21 including without limitation Section 10(b) of the Securities Exchange Act of 1934 ("1934 Act"),
22 15 U.S.C. 78j(b), as well as the administrative regulations promulgated thereunder, including
23 without limitation Securities and Exchange Commission ("SEC") Rule 10b-5, 17 C.F.R. §
24 240.10b-5.

25 **42.** Plaintiffs' Nevada law claims for securities fraud are based upon Nevada statutes as well
26 as the administrative rules promulgated thereunder, including without limitation NRS Chapter 90
27 in general and NRS 90.570 in particular.

1 43. At all material times, Hellwig was acting on his own behalf and on the behalf of Anthus.
2 Upon becoming an officer and director of Stakool, Hellwig was also acting on the behalf of that
3 Stakool. Acting on these behalves, Hellwig sought to induce Plaintiffs to sell to him and then
4 later receive back from him various shares of Stakool stock.

5 44. Under the securities laws (federal and state), Hellwig, Anthus, and Stakool were the
6 controlling persons.

7 45. In this connection, Defendants made all the promises, representations, and inducements
8 set forth in Part VII ("General Factual Allegations") above.

9 46. Defendants' promises, representations, and inducements were false, and they knew that
10 they were false when they made them. Alternatively, Defendants made the promises and
11 representations recklessly, as positive assertions, without knowledge of their truth.

12 47. Defendants solicited and accepted property and other value, including shares in and
13 control of Stakool, from Plaintiffs for the express purpose of, among other things, selling and
14 issuing Stakool stock back to Plaintiffs.

15 48. Based upon Defendants' solicitations and false promises, representations, and
16 inducements, Plaintiffs' provided Defendants with property and other value, including shares in
17 and control of Stakool. In this regard, Plaintiffs relied upon Defendants' representations, to their
18 detriment.

19 49. But for Defendants' false promises and representations, Plaintiffs would not have entered
20 into the original Agreement, First Amendment, or Second Amendment, they would not have
21 transferred shares of Stakool stock to Defendants, and they would not have resigned from their
22 positions as directors and officers of Stakool or allowed Defendants to replace them in these
23 positions.

24 50. Defendants made untrue statements, omitted material facts, and engaged in a course of
25 business which operated as a fraud or deceit with respect to the Plaintiffs' sale and later
26 acquisition of Stakool shares.

27 51. Defendants' conduct as alleged herein constitutes securities fraud.

28

1 **52.** Each of the Defendants' separate acts described above has caused Plaintiffs economic and
2 non-economic damages.

3 **53.** By law, Plaintiffs are entitled to multiple damages.

4 **54.** Defendants' actions were done with the intent to defraud Plaintiffs, were done with malice
5 (having an intent to injure Plaintiffs), and/or were done with conscious or reckless disregard for
6 the rights and well-being of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages.

7 **55.** Plaintiffs have found it necessary to secure the services of an attorney in order to
8 prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and
9 court costs.

10
11 **SECOND CLAIM FOR RELIEF**
Deceptive Trade Practices/Consumer Fraud
(Against All Defendants)

12 **56.** Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein, and
13 pursuant to NRS 41.600(e) and 598.0915 through 598.0925, Plaintiffs state a claim for deceptive
14 trade practices/consumer fraud against Defendants, as follows:

15 **57.** In light of the promises, representations, and inducements made to Plaintiff, as described
16 in more detail in Part VII ("General Factual Allegations") above, Defendants engaged in a
17 pattern of consumer fraud and deceptive trade practices, as follows:

- 18 (a) They knowingly made false representations as to the characteristics and benefits of
19 the Stakool shares of stock.
- 20 (b) They knowingly made false representations in the transaction involving the sale of
21 the Stakool shares of stock.
- 22 (c) They offered an opportunity for investment in a manner which they knew or had
23 reason to know was false or misleading.
- 24 (d) They knowingly misrepresented the legal rights, obligations, and/or remedies of
25 Plaintiff.
- 26 (e) They failed to disclose material facts in connection with the Stakool stock.
- 27 (f) They promised to sell or issue shares of Stakool stock with the intent not to sell or
28 issue the shares as promised.

1 (g) They engaged in other acts, omissions, and conduct, and they made other false
2 promises and representations.

3 **58.** Defendants' conduct as alleged herein constitutes deceptive trade practices.

4 **59.** Based upon Defendants' deceptive trade practices, Plaintiffs' provided Defendants with
5 property and other value, including shares in and control of Stakool. In this regard, Plaintiffs
6 relied upon Defendants' deceptive trade practices, to their detriment.

7 **60.** But for Defendants' deceptive trade practices, Plaintiffs would not have entered into the
8 original Agreement, First Amendment, or Second Amendment, they would not have transferred
9 shares of Stakool stock to Defendants, and they would not have resigned from their positions as
10 directors and officers of Stakool or allowed Defendants to replace them in these positions.

11 **61.** Each of the Defendants' separate acts described above has caused Plaintiff economic and
12 non-economic damages in excess of the jurisdictional requirement of \$75,000.

13 **62.** By law, Plaintiffs are entitled to multiple damages.

14 **63.** Defendants' actions were done with the intent to defraud Plaintiffs, were done with malice
15 (having an intent to injure Plaintiffs), and/or were done with conscious or reckless disregard for
16 the rights and well-being of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages.

17 **64.** Plaintiffs have found it necessary to secure the services of an attorney in order to
18 prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and
19 court costs.

20 **THIRD CLAIM FOR RELIEF**
21 **Common Law Fraud/Fraudulent Inducement**
(Against All Defendants)

22 **65.** Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein,
23 Plaintiffs state a claim for common law fraud/fraudulent inducement against Defendants, as
24 follows:

25 **66.** At all material times, Hellwig was acting on his own behalf and on the behalf of Anthus.
26 Upon becoming an officer and director of Stakool, Hellwig was also acting on the behalf of that
27 Stakool. Acting on these behalves, Hellwig sought to induce Plaintiffs to sell to him and then
28 later receive back from him various shares of Stakool stock.

1 67. In this connection, Defendants made all the promises, representations, and inducements
2 set forth in Part VII ("General Factual Allegations") above.

3 68. Defendants' promises, representations, and inducements were false, and they knew that
4 they were false when they made them. Alternatively, Defendants made the promises and
5 representations recklessly, as positive assertions, without knowledge of their truth.

6 69. With respect to the promises of future events, Defendants purported to have special
7 knowledge of facts that would occur in the future. Nevertheless, they knew that the facts would
8 not occur.

9 70. With respect to the promises of future performance, at the time Defendants made the
10 promises, they had no intention of fully performing them.

11 71. Defendants solicited and accepted property and other value, including shares in and
12 control of Stakool, from Plaintiffs for the express purpose of, among other things, selling and
13 issuing Stakool stock back to Plaintiffs.

14 72. Defendants made untrue statements, omitted material facts, and engaged in a course of
15 business which operated as a fraud or deceit with respect to the Plaintiffs' sale and later
16 acquisition of Stakool shares.

17 73. Based upon Defendants' solicitations and false promises, representations, and
18 inducements, Plaintiffs' provided Defendants with property and other value, including shares in
19 and control of Stakool. In this regard, Plaintiffs relied upon Defendants' representations, to their
20 detriment.

21 74. Defendants made their false promises, representations, and inducements to Plaintiffs in
22 order to induce them to part with their shares in and control of Stakool.

23 75. But for Defendants' false promises and representations, Plaintiffs would not have entered
24 into the original Agreement, First Amendment, or Second Amendment, they would not have
25 transferred shares of Stakool stock to Defendants, and they would not have resigned from their
26 positions as directors and officers of Stakool or allowed Defendants to replace them in these
27 positions.

1 76. As a result of Defendants' false promises and representations, Plaintiffs have suffered
2 damages

3 77. Defendants' conduct as alleged herein constitutes common law fraud/fraudulent
4 inducement.

5 78. Each of the Defendants' separate acts described above has caused Plaintiffs economic and
6 non-economic damages.

7 79. Defendants' actions were done with the intent to defraud Plaintiffs, were done with malice
8 (having an intent to injure Plaintiffs), and/or were done with conscious or reckless disregard for
9 the rights and well-being of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages.

10 80. Plaintiffs have found it necessary to secure the services of an attorney in order to
11 prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and
12 court costs.

13 **FOURTH CLAIM FOR RELIEF**
14 **Breach of Contract(s)**
(Against All Defendants)

15 81. Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein,
16 Plaintiffs state a claim for breach of contract(s) against Defendants, as follows:

17 82. At all material times, Hellwig was acting on his own behalf and on the behalf of Anthus.
18 Upon becoming an officer and director of Stakool, Hellwig was also acting on the behalf of that
19 Stakool. Acting on these behalves, Hellwig sought to induce Plaintiffs to sell to him and then
20 later receive back from him various shares of Stakool stock.

21 83. The original Agreement, the First Amendment, and the Second Amendment each
22 constitutes a contract between Plaintiffs and Defendants.

23 84. Plaintiffs have standing and rights under the Agreement, the First Amendment, and the
24 Second Amendment as third-party beneficiaries or otherwise.

25 85. All conditions precedent for Defendants' performance of the contract(s) were fully
26 satisfied.

27 86. Defendants have failed to perform their obligations under the contract(s). Specifically,
28 Defendants have breached their contract(s) with Plaintiff by, among other things, failing to pay

1 the full amount of the cash due and owing under the contract(s), failing to issue to Plaintiffs the
 2 agreed upon value in Stakool shares, and improperly diluting the value of the Stakool shares that
 3 have already been issued (and that still need to be issued) to Plaintiffs.

4 **87.** Each of the Defendants' separate acts described above has caused Plaintiffs economic and
 5 non-economic damages in excess of the jurisdictional requirement of \$75,000.

6 **88.** Plaintiffs have found it necessary to secure the services of an attorney in order to
 7 prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and
 8 court costs.

9
 10 **FIFTH CLAIM FOR RELIEF**
Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing
(Against All Defendants)

11 **89.** Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein,
 12 Plaintiffs state a claim for contractual breach of the implied covenant of good faith and fair
 13 dealing against Defendants, as follows:

14 **90.** Under Nevada law, there exists an implied covenant of good faith and fair dealing which
 15 became part of all of Defendants' obligations under their contract(s) with Plaintiffs. There is no
 16 question that Defendants are bound by such an implied covenant in this case.

17 **91.** At all material times, Hellwig was acting on his own behalf and on the behalf of Anthus.
 18 Upon becoming an officer and director of Stakool, Hellwig was also acting on the behalf of that
 19 Stakool. Acting on these behalves, Hellwig sought to induce Plaintiffs to sell to him and then
 20 later receive back from him various shares of Stakool stock.

21 **92.** The original Agreement, the First Amendment, and the Second Amendment each
 22 constitutes a contract between Plaintiffs and Defendants.

23 **93.** Plaintiffs have standing and rights under the Agreement, the First Amendment, and the
 24 Second Amendment as third-party beneficiaries or otherwise.

25 **94.** All conditions precedent for Defendants' performance of the contract(s) were fully
 26 satisfied.

27 **95.** Defendants have failed to perform their contractually implied covenant of good faith and
 28 fair dealing under the contract(s). Specifically, Defendants have breached the implied covenant

1 by, among other things, failing to pay the full amount of the cash due and owing under the
 2 contract(s), failing to issue to Plaintiffs the agreed upon value in Stakool shares, and improperly
 3 diluting the value of the Stakool shares that have already been issued (and that still need to be
 4 issued) to Plaintiffs.

5 **96.** Each of the Defendants' separate acts described above has caused Plaintiffs economic and
 6 non-economic damages in excess of the jurisdictional requirement of \$75,000.

7 **97.** Plaintiffs have found it necessary to secure the services of an attorney in order to
 8 prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and
 9 court costs.

10 **SIXTH CLAIM FOR RELIEF**
 11 **Breach of Fiduciary Duty**
(Against All Defendants)

12 **98.** Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein,
 13 Plaintiffs state a claim for breach of fiduciary duty against Defendants, as follows:

14 **99.** A special relationship of trust and reliance arose between the Plaintiffs on the one hand
 15 and Defendants on the other hand when Defendants became shareholders, directors, and officers
 16 of Stakool and otherwise assumed full control of the company. The relationship among the
 17 parties imposed upon Defendants fiduciary duties, which they owed to Plaintiffs as shareholders
 18 of Stakool. The fiduciary duties include those of good faith, loyalty, candor, and competence.

19 **100.** Defendants have breached these fiduciary duties owed to Plaintiffs by, among other
 20 things, failing to pay the full amount of the cash due and owing for Plaintiffs' transfer of Stakool
 21 shares to them, failing to issue to Plaintiffs the agreed upon value in Stakool shares, and
 22 improperly diluting the value of the Stakool shares that have already been issued (and that still
 23 need to be issued) to Plaintiffs.

24 **101.** Plaintiffs have repeatedly sought recourse from Defendants, but they have categorically
 25 refused Plaintiffs' demands to be made whole.

26 **102.** Plaintiffs have suffered damages which were proximately caused by Defendants' bad faith
 27 and unreasonable conduct.

1 103. In breaching their fiduciary duties, Defendants have acted willfully, intentionally, and
2 maliciously to oppress Plaintiffs and frustrate their rights and expectations with respect to the
3 their equity and other interests (and the value of those interests) in Stakool.

4 104. Each of the Defendants' separate acts described above has caused Plaintiffs economic and
5 non-economic damages in excess of the jurisdictional requirement of \$75,000.

6 105. Defendants' actions were done with the intent to defraud Plaintiffs, were done with malice
7 (having an intent to injure Plaintiffs), and/or were done with conscious or reckless disregard for
8 the rights and well-being of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages.

9 106. Plaintiffs have found it necessary to secure the services of an attorney in order to
10 prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and
11 court costs.

12 **SEVENTH CLAIM FOR RELIEF**
13 **Tortious Breach of the Implied Duty of Good Faith and Fair Dealing**
(Against All Defendants)

14 107. Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein,
15 Plaintiffs state a claim for tortious breach of the implied duty of good faith and fair dealing
16 against Defendants, as follows:

17 108. The unreasonable actions of Defendants constitute bad faith and are actionable as a tort
18 under Nevada law. A special relationship of trust and reliance arose between the Plaintiffs on
19 the one hand and Defendants on the other hand when Defendants became shareholders, directors,
20 and officers of Stakool and otherwise assumed full control of the company. That relationship
21 imposed upon Defendants the tort-based, implied duty of good faith and fair dealing.

22 109. Defendants have breached this implied duty owed to Plaintiffs by, among other things,
23 failing to pay the full amount of the cash due and owing for Plaintiffs' transfer of Stakool shares
24 to them, failing to issue to Plaintiffs the agreed upon value in Stakool shares, and improperly
25 diluting the value of the Stakool shares that have already been issued (and that still need to be
26 issued) to Plaintiffs.

27 110. Plaintiffs have repeatedly sought recourse from Defendants, but they have categorically
28 refused Plaintiffs' demands to be made whole.

111. Plaintiffs have suffered damages which were proximately caused by Defendants' bad faith and unreasonable conduct.

112. In breaching their tort-based duty, Defendants have acted willfully, intentionally, and maliciously to oppress Plaintiffs and frustrate their rights and expectations with respect to the their equity and other interests (and the value of those interests) in Stakool.

113. Each of the Defendants' separate acts described above has caused Plaintiffs economic and non-economic damages in excess of the jurisdictional requirement of \$75,000.

114. Defendants' actions were done with the intent to defraud Plaintiffs, were done with malice (having an intent to injure Plaintiffs), and/or were done with conscious or reckless disregard for the rights and well-being of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages.

115. Plaintiffs have found it necessary to secure the services of an attorney in order to prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and court costs.

EIGHTH CLAIM FOR RELIEF
Negligent Misrepresentation
(Against All Defendants)

116. Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein, Plaintiffs state a claim for negligent misrepresentation against Defendants, as follows:

117. In their dealings with Plaintiffs, Defendants owed Plaintiff the duty of reasonable care.

118. Defendants breached this duty because they failed to exercise reasonable care with respect to the purchase, transfer, issuance, and acquisition of Stakool shares and control. Specifically, at all times relevant to this lawsuit, Defendants made material negligent misrepresentations set forth in Part VII ("General Factual Allegations").

119. Plaintiff reasonably relied upon Defendants' misrepresentations.

120. These Defendants' negligent misrepresentations proximately caused damages to the Plaintiffs.

121. Each of the Defendants' separate acts described above has caused Plaintiffs economic and non-economic damages in excess of the jurisdictional requirement of \$75,000.

122. Defendants' actions were done with the intent to defraud Plaintiffs, were done with malice (having an intent to injure Plaintiffs), and/or were done with conscious or reckless disregard for the rights and well-being of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages.

123. Plaintiffs have found it necessary to secure the services of an attorney in order to prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and court costs.

NINTH CLAIM FOR RELIEF
Civil Conspiracy/Concert of Action
(Against All Defendants)

124. Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein, Plaintiffs state a claim for civil conspiracy/concert of action against Defendants as follows:

125. Defendants and each of them knowingly acted in concert and in a conspiratorial fashion with each other in order to deprive Plaintiffs of property and other value, including the control of Stakool.

126. Each of the Defendants' separate acts described above has caused Plaintiffs economic and non-economic damages in excess of the jurisdictional requirement of \$75,000.

127. Defendants' actions were done with the intent to defraud Plaintiffs, were done with malice (having an intent to injure Plaintiffs), and/or were done with conscious or reckless disregard for the rights and well-being of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages.

128. Plaintiffs have found it necessary to secure the services of an attorney in order to prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and court costs.

TENTH CLAIM FOR RELIEF
Unjust Enrichment/Quantum Meruit
(Against All Defendants)

129. Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein, Plaintiffs state a claim for unjust enrichment/quantum meruit against Defendants as follows:

130. Defendants accepted property and other value from Plaintiffs, including shares in and control of Stakool, without compensating Plaintiffs for the full and fair value of what they received.

1 131. In this regard, Defendants have been unjustly enriched.

2 132. Principles of equity and fairness dictate that Defendants pay to Plaintiff the full amount of
3 their unjust enrichment.

4 133. Each of the Defendants' separate acts described above has caused Plaintiffs economic and
5 non-economic damages in excess of the jurisdictional requirement of \$75,000.

6 134. Defendants' actions were done with the intent to defraud Plaintiffs, were done with malice
7 (having an intent to injure Plaintiffs), and/or were done with conscious or reckless disregard for
8 the rights and well-being of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages.

9 135. Plaintiffs have found it necessary to secure the services of an attorney in order to
10 prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and
11 court costs.

12 **ELEVENTH CLAIM FOR RELIEF**
13 **Declaratory Judgment**
(Against All Defendants)

14 136. Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein,
15 Plaintiffs state a claim against Defendants for declaratory judgment and seek a judgment from
16 the Court declaring their interest against Defendants.

17 137. In this connection, Plaintiffs request the Court to declare as follows:

18 (a) that Defendants are in default of the original Agreement, the First Amendment,
19 and the Second Amendment because of, among other things, their failure to pay
20 the full amount of the cash due and owing under the contract(s), their failure to
21 issue to Plaintiffs the agreed upon value in Stakool shares, and their improper
22 diluting the value of the Stakool shares that have already been issued (and that
23 still need to be issued) to Plaintiffs;

24 (b) that Plaintiffs have standing and rights under the Agreement, the First
25 Amendment, and the Second Amendment as third-party beneficiaries or
26 otherwise;

27 (c) that Defendants are required to have the proper number and value of Stakool
28 shares issued to Plaintiffs;

(d) that, without proper authority and in violation of the Stakool Bylaws, Defendants have issued about 400 billion shares of Stakool stock to themselves and have authorized the issuance of even more shares;

(e) that Defendants are required to rescind and cancel the issuance of the 400 billion or more of Stakool shares to themselves and/or others; and

(f) that Defendants may not issue any Stakool shares unless done with proper authority and according to the terms of the Stakool Bylaws.

138. Plaintiffs' claim for declaratory judgment represents an actual and live controversy between Plaintiffs and Defendants. Hence, it is ripe and justiciable.

139. Each of the Defendants' separate acts described above has caused Plaintiffs economic and non-economic damages in excess of the jurisdictional requirement of \$75,000.

140. Plaintiffs have found it necessary to secure the services of an attorney in order to prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and court costs.

TWELFTH CLAIM FOR RELIEF
Conversion/Trespass to Chattels
(Against All Defendants)

141. Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein, Plaintiffs state a claim for conversion/trespass to chattels against the Defendants, as follows:

142. Defendants converted or trespassed upon Plaintiffs' property (i.e., their Stakool shares) by, among other things, taking title, possession, custody, and control of the shares in an unauthorized manner, refusing to compensate Plaintiffs for the shares, denying Plaintiffs the benefits of ownership of the shares, and taking control of Stakool.

143. Plaintiffs never consented to the conversion or trespass.

144. As a result of Defendants' conduct, the Plaintiffs have suffered damages, including without limitation financial losses, losses of property and other value (including the Stakool shares and control of the company), and losses of investment and other business opportunities.

145. Each of the Defendants' separate acts described above has caused Plaintiffs economic and non-economic damages in excess of the jurisdictional requirement of \$75,000.

1 **146.** Defendants' actions were done with the intent to defraud Plaintiffs, were done with malice
 2 (having an intent to injure Plaintiffs), and/or were done with conscious or reckless disregard for
 3 the rights and well-being of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages.

4 **147.** Plaintiffs have found it necessary to secure the services of an attorney in order to
 5 prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and
 6 court costs.

7 **THIRTEENTH CLAIM FOR RELIEF**
 8 **Constructive Trust**
 9 *(Against All Defendants)*

10 **148.** Incorporating all of the foregoing and ensuing paragraphs as if fully set forth herein,
 Plaintiffs state a claim for constructive trust against the Defendants as follows:

11 **149.** By virtue of the relationship between the Plaintiffs and Defendants, a confidential and
 12 fiduciary relationship exists between them. In addition, because of the conduct of Defendants,
 13 any funds and property in their possession that is traceable to Plaintiffs should be held in trust by
 14 Defendants for the benefit of the Plaintiffs, including without limitation the Stakool shares
 15 transferred to Defendants from Plaintiffs, the Stakool shares issued by Defendants to themselves,
 16 and the Stakool shares yet to be issued to Plaintiffs.

17 **150.** By virtue of the wrongful acts described herein, Defendants have acquired property which
 18 is rightfully owned by the Plaintiffs.

19 **151.** It would be inequitable for the Defendants to retain this property against the interests of
 20 the Plaintiffs.

21 **152.** The existence of a constructive trust is essential to the effectuation of justice and to protect
 22 the interests of the Plaintiffs.

23 **153.** Accordingly, a constructive trust should be imposed against the Defendants regarding the
 24 funds and property identified above to (a) prevent the Defendants from further utilizing,
 25 dissipating, or diluting the funds and property; and (b) to compel the Defendants to deliver funds,
 26 Stakool shares, and other property to Plaintiffs.

1 **154.** An accounting should be performed regarding all of the foregoing, including without
2 limitation the amount of money and property received and retained by the Defendants, to
3 determine the rights and interests of the Plaintiffs.

4 **155.** Each of the Defendants' separate acts described above has caused Plaintiffs economic and
5 non-economic damages in excess of the jurisdictional requirement of \$75,000.

6 **156.** Defendants' actions were done with the intent to defraud Plaintiffs, were done with malice
7 (having an intent to injure Plaintiffs), and/or were done with conscious or reckless disregard for
8 the rights and well-being of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages.

9 **157.** Plaintiffs have found it necessary to secure the services of an attorney in order to
10 prosecute this action, and Plaintiffs are entitled to recover their reasonable attorney fees and
11 court costs.

12 **IX. DAMAGES**

13 **158.** Because of Defendants' separate acts described above, Plaintiffs have suffered damages
14 and are entitled to a recovery as follows:

15 **Actual, Consequential, and Incidental Damages**

16 **159.** Plaintiffs are entitled to a recovery for their actual, consequential, and incidental damages
17 in an amount in excess of the jurisdictional requirement of \$75,000.

18 **Punitive, Exemplary, and Multiple Damages**

19 **160.** Plaintiffs are entitled to a recovery for punitive and exemplary damages. In this
20 connection, Plaintiffs would show the Court as follows: With respect to each of Plaintiffs' non-
21 contractual claims above, Defendants acted with malice (having a specific intent to cause
22 substantial injury or harm to Plaintiffs); they acted for the purpose of defrauding Plaintiffs;
23 and/or they acted with gross negligence and/or reckless disregard for the rights of Plaintiffs. For
24 all of these reasons, Plaintiffs are entitled to punitive and exemplary damages against
25 Defendants. In addition, Plaintiffs are entitled to multiple damages.

26 **Attorney Fees and Court Costs**

1 161. Plaintiffs have found it necessary to secure the services of an attorney in order to
2 prosecute this action. Therefore, Plaintiffs are entitled to an award for reasonable attorney fees
3 and court costs.

4 **Pre-Judgment and Post-Judgment Interest**

5 162. Plaintiffs are entitled to pre-judgment and post-judgment interest.

6 **X. JURY DEMAND**

7 163. Plaintiffs demand trial by jury.

8 **XI. REQUEST FOR RELIEF**

9 WHEREFORE, Plaintiffs Kyle Gotshalk ("Kyle"), Leonard Gotshalk ("Leonard"), and
10 Clinton Hall, LLC ("Clinton Hall") respectfully request the Court as follows:

- 11 A. to award Plaintiffs actual damages, consequential damages, and incidental
- 12 damages in excess of the Court's jurisdictional requirement of \$75,000;
- 13 B. to render declaratory judgment in favor of Plaintiffs according to the terms set
- 14 forth in Part VIII, Eleventh Claim for Relief ("Declaratory Judgment") above;
- 15 C. to award Plaintiffs punitive and exemplary damages;
- 16 D. to award Plaintiffs multiple damages as allowed by law;
- 17 E. to award Plaintiffs reasonable attorney fees and court costs;
- 18 F. to award Plaintiffs pre-judgment and post-judgment interest; and
- 19 G. to award Plaintiffs all such other and further relief to which they may be entitled
- 20 at law or in equity.

21 DATED this 15th day of March 2013.

22 Respectfully submitted,

23 **CALLISTER & FRIZELL**
24 8275 S. Eastern Ave., Suite 200
25 Las Vegas, Nevada 89123
26 Office (702) 657-6000
27 Fax (702) 657-0065
28 dfrizell@callisterfrizell.com

By: 

R. DUANE FRIZELL
Nevada Bar No. 9807
Attorneys for Plaintiffs